

CITY OF TUCSON

NOTICE OF REQUEST FOR QUALIFICATIONS NUMBER 042067 DESIGN – BUILD SERVICES MULTIPURPOSE ARENA/EVENT CENTER DEVELOPMENT (WITH POTENTIAL FOR FUTURE RETAIL AND HOTEL DEVELOPMENT)

Notice is hereby given that the City of Tucson is conducting a one-step process to select a firm to design, build, finance and operate a new downtown arena to replace the existing, thirty-year old facility. The City's vision for the new facility includes a state of the art arena with a minimum of 10,000 seats which will generate new revenue streams while accommodating long-term clients of the current facility and with potential retail space to serve the downtown area. The selected offeror will be expected to develop a financial package that will mitigate or eliminate all financial costs to the City.

COT invites interested firms to submit written Statements of Qualifications relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firm determined to be best qualified will then be invited to enter into negotiations with COT for a fixed fee or cost plus fixed fee contract.

City of Tucson Affirmative Action Program requirements/procedures will be in effect. All firms interested in performing professional services for the City of Tucson must annually file an Affirmative Action Plan with the City of Tucson Equal Opportunity Office. Please contact the Equal Opportunity Office at 791-4593 to verify that your plan is still in effect or if you require additional information relative to filing an Affirmative Action Plan.

A complete copy of this RFQ may be obtained from our website at: www.ci.tucson.az.us/procure. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (520) 791-4704, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor West, Tucson, AZ. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this RFQ. Written questions regarding this RFQ must be received by the Department of Procurement no later than May 20, 2004. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFQ.

All submittals must be received by the due date and at the submittal location specified herein. **Any response received at the specified submittal location after the due date and time assigned will be returned unopened.** The City of Tucson reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all proposals are rejected.

**SUBMITTAL DUE DATE:
SUBMITTAL LOCATION:**

JUNE 1, 2004 AT 4:00 P.M. LOCAL AZ TIME,
Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701
P.O. Box 27210, Tucson, AZ 85726-7210

**PRE-SUBMITTAL CONFERENCE DATE:
TIME:
LOCATION:**

**MAY 11, 2004
2:00 P.M. LOCAL AZ TIME
Rio Nuevo Conference Room
52 W. Congress St., Tucson, AZ**

QUESTIONS SHALL BE DIRECTED TO:

**JENNIFER GILLASPIE, Administrator
Design and Construction Contracts Division
City of Tucson, Department of Procurement
255 West Alameda, 1st Floor East
P.O. Box 27210
Tucson, AZ 85726-7210
Jennifer.Gillaspie@tucsonaz.gov**

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BACKGROUND

I. Need for a New Arena:

Tucson's original Arena, built by the City of Tucson, opened its doors in 1971. It is located at 260 South Church Avenue, adjacent to the Convention Center. Today it continues to serve as Tucson's public arena. This facility enjoys the usual mixture of uses, including concerts, consumer shows, trade shows, family shows, ice shows, conventions, rodeos, and circuses. It has also been the home of the University of Arizona Ice Cats ice hockey team for the last 25 years. Last year the arena had approximately 150 use days, which included approximately 100 show days and 50 load in/out days. This reflects the current use of the arena floor for trade shows and consumer shows.

The existing facility has a maximum capacity of 9,275 seats. It is the only indoor arena in the Tucson market place that is available for rental. The McKale Center at the University of Arizona, home of the University's basketball and volleyball teams, has approximately 14,000 seats but is not available for rental.

The City of Tucson is seeking to close the existing arena facility and replace it with a new multipurpose arena/event center downtown. After over thirty years of operation, the existing arena is generally worn. Additionally it lacks contemporary amenities that drive revenue generation such as state of the art concession facilities, state of the art signage, and Hospitality suites, as well as adjacent commercial and civic plaza development.

II. Tucson:

Tucson is one of the oldest continuously settled communities in North America, and celebrates a diversity of cultures, architecture, and peoples. It is a unique tourist and retirement destination. It is home to the Optics Valley, to the University of Arizona, a premier research institution, and to premier health services for the southwest. Owing to crystal clear night skies, Tucson is also the astronomy center of the world.

Tucson is located in Pima County, Arizona, the nation's 53rd largest county according to Census 2000 with a population estimate of 847,591. Tucson was the nation's 30th largest city in 2000. Its current estimated population is over 500,000 covering just over 223 square miles. More detailed information about Tucson may be obtained from the City of Tucson Comprehensive Planning Task Force or the Task Force's web page at <http://www.tucsonaz.gov/planning>.

The subject property is located in Downtown Tucson which will receive significant public and private investment over the coming years as part of the Río Nuevo Project. The University of Arizona is progressing today on a \$100 million Science Center adjacent to the arena site. Information about the science center is available at: http://www.flandrau.org/rionuevo/rn_overview.php. This project is entering the design phase, and is expected to open to the public in early 2008.

The Río Nuevo Project provides a unique opportunity to use voter-approved tax increment financing of approximately \$60 million, leveraging an additional \$60 million of public investment and an anticipated sum of \$240 million of private investment in various downtown development projects. These projects will focus on the history, culture and tradition of Tucson. Potential projects include several museums, theatre restorations, additional retail and restaurant opportunities, a new convention hotel, expansion of the existing Tucson Convention Center meeting and exhibition space, cultural facilities, renovations of historic assets, new entertainment facilities and various infrastructure improvements, all within or immediately adjacent to the downtown core. The entire Río Nuevo Master Plan is available from the Río Nuevo District office, (520) 791-5580. Additional information about the District is available from the web page at <http://www.tucsonaz.gov/rionuevo>.

III. The Challenge:

In April of 2001, the Mayor and Council of the City of Tucson adopted the Río Nuevo Master Plan. In August of 2003 a group of about thirty community members and City of Tucson staff members met to contemplate significant changes since the plan had been adopted. Three changes are worthy of note:

1. The University of Arizona Science Center had changed from a freestanding structure to a graceful bridge that arches over the only freeway serving downtown, Interstate 10. Further a feasibility study was conducted on the project with very positive results enabling planners to move ahead with the final approval process. Approval to commence design and construction has been granted by the City of Tucson, Río Nuevo Board and Arizona Board of Regents.
2. The State of Arizona passed legislation that makes available \$30 million dollars for improvements to the Tucson Convention Center. This action requires a local match of \$30 million for a total possible \$60 million center improvement project.
3. The Tucson Symphony Orchestra has requested a place holder foot print in the Civic Plaza area for a future Symphony Hall.

Out of this workshop came the concept of a new arena/event center, a project that had not previously been contemplated as part of Río Nuevo. Additionally, the ideal arena/event center site was determined to be adjacent to I-10. This action would allow the City of Tucson to demolish its existing arena and use that site for future Convention Center improvements.

This new vision for the Civic Plaza portion of the Río Nuevo initiative includes a new arena with potential retail space to serve the arena alone or the entire plaza area. This will create a vibrant downtown that will be a residential community for some, and a destination for community members, tourists, and conventioners.

The selected design-build-operate team must be experienced and skilled in multipurpose arena/event center design, construction, and operations and must possess the desire and skills to integrate this facility with the other components of the Río Nuevo Project. Although not a requirement, Offerors are also encouraged to consider retail space and a convention hotel as part of their project, and to integrate the necessary skills and capabilities into their team to secure such facilities.

IV. The Opportunity:

The City of Tucson is pleased to offer the opportunity to develop Tucson's first significant public assembly facility in over thirty years. The City of Tucson is aggressively pursuing the total development of the Civic Plaza in its downtown. The Mayor and Council of the City have supported the Río Nuevo Project by pledging to match the State of Arizona Sales Tax distributions to be received by the Río Nuevo Project over the next 10 years.

The key purposes of this particular project offering are to:

- ◆ develop a state of the art arena that will replace Tucson's aging facility
- ◆ create a new arena with new revenue streams
- ◆ integrate the arena with other Civic Plaza features
- ◆ develop a financial package that will cover construction costs
- ◆ consider the viability of integrating retail, hotel, and/or restaurant functions into the project

V. Project Goals:

The key goals for the proposed project is to design build and operate a contemporary multipurpose arena/event center that will:

1. Include a concert capacity that is at least as large as the current Tucson arena (9,275 seats). A significantly larger facility may be proposed, but site and financial constraints must be considered and accounted for as part of any such response.
2. Accommodate current uses and users as well as attract new ones.
3. Attract more attendees to events due to heightened aesthetics, service, quality and comfort levels.

4. Generate new or improved streams of revenue to include hospitality suites, concession stands, and signage.
5. Integrate well and compliment other proposed features and attractions in the rebuilt Civic Plaza. Some of these features and attractions are the Tucson Convention Center, University of Arizona Science Center, Symphony Hall, destination retail and restaurants, Civic Plaza parking, and a new convention headquarters hotel.
6. Accommodate long term clients currently using the Tucson Convention Center Arena.
7. Include a financial package that will eliminate or mitigate all financial costs, obligations and exposure of the City, to the maximum extent possible.

VI. Selection Process:

The City of Tucson will procure design-build, finance and operation services in accordance with Arizona Revised Statutes §34-603. The City will review responses to this RFQ in order to short list and rank offerors based upon their demonstrated competence and qualifications only. The City will conduct discussions with at least three and not more than five of the responding firms regarding the relative methods of approach for furnishing the required services. Three firms will be selected and ranked on the short list, except as otherwise provided in A.R.S. §34-603 (C)(2)(c). Responses to the RFQ must be responsive to the criteria outlined therein for consideration. Each entity submitting a response/proposal in response to the RFQ is referred to in this RFQ as "Offeror".

The selection and order of preference of Offerors that are shortlisted as a product of this RFQ will be based solely upon the demonstrated competence and qualifications of the Offerors. This RFQ does not request any cost information related to the project.

The issuance of this RFQ and the acceptance of submissions do not constitute an agreement by the City of Tucson that any contract will actually be entered into by the City of Tucson. The City may cancel this RFQ, or reject in whole or in part any or all responses if it is in the City's best interest.

VII. Project Schedule:

<u>Milestones</u>	<u>Date</u>
Issuance of RFQ	April 19, 2004
Pre-Submittal conference for RFQ	May 11, 2004
RFQ Response Due	June 1, 2004
Selection of Short List of Qualified Offerors	June 15, 2004
Discussions with Short Listed Offerors	June 24, 2004
Negotiations with Successful Offeror	July and August, 2004

The successful Offeror will be required to enter into negotiations for a development and operation agreement with the City of Tucson and/or the Rio Nuevo Multipurpose Facilities District to provide the design-build finance and operation services herein described. The development agreement and the operation agreement will be negotiated between the successful Offeror and the City of Tucson. Because the new multipurpose arena/event center will ultimately become the "primary" component of the Rio Nuevo Multipurpose Facilities District ("District"), as defined by A.R.S. §48-4201(4)(a), and because A.R.S. §48-4201 et seq. Require that the "primary component" either be owned or leased by the District, any development agreement that is entered into will provide for District ownership or leasehold rights. The development agreement shall further specify the interest in the property transferred to the Offeror, which shall be a leasehold right.

VIII. SCOPE OF WORK:

Development Requirements:

It is the intent of the City to contract with an Offeror that is qualified and capable of designing, constructing and operating an arena/event center, as well as potential associated hotel and retail development, in accordance with the requirements of this RFQ and any subsequent contractual agreement negotiated between the City and the successful Offeror. The successful Offeror will be required to construct the improvements based upon specifications provided by the successful Offeror and in compliance with City of Tucson Land Use Code, and all other local, state and federal laws, rules and regulations. The City of Tucson will approve the actual design of the development as a part of the design-build-operate agreement, and may choose to obtain design feedback through a public hearing or public input process.

The successful Offeror must satisfy the City of Tucson that it has the technical knowledge and expertise, licenses, and financial and management capability to design, develop, construct, and operate and manage the improvements proposed and in accordance with the specifications provided. The successful Offeror must satisfy the City of Tucson that it has and will continue to have the financial and management capability to complete and manage/operate the development over the duration of the development and operation agreement. The competence and qualifications of the Offeror shall be demonstrated on the basis of information provided in this RFQ.

Project Incentives & Development Tools:

The Offeror may benefit from the following incentive programs and development tools, at the discretion of the Offeror:

Building Site:

The property is offered as a lease opportunity. The property has not yet been appraised, but is owned by the City of Tucson. All reasonable offers will be considered.

Parking:

The City, and/or the District, may elect to construct or through agreements make available all necessary parking to support the new arena.

Infrastructure:

Significant existing utility and roadway infrastructure is available to service the new facility.

Empowerment Zone:

Employment Tax Credits or Work Opportunity Tax Credits or Welfare to Work Tax Credits may be applicable. Please contact the Office of Economic Development for further information at (520) 791-5093 or via the web at www.cityoftucson.org/oed.

Special Projects Manager at Development Services:

The Development Services Department has established a special "ambassador" for this project. This person will provide a single point of contact to shepherd the project through the development review process. Additionally, the "ambassador" will act as an agent for the developer to monitor the review process to ensure that all issues are addressed in an expeditious manner and assisting with the resolution of any issues. It is envisioned that by having a dedicated staff person to monitor this development application, the overall processing time will be reduced from the standard review time.

Third Party Plan Review:

The Development Services Department has contracted for the services of companies to perform 3rd party Building Code reviews, at the expense of the Developer. In addition to this, a 3rd party Land Use Code (LUC) review is available.

Government Property Lease Excise Tax

Government Property Lease Excise Tax (GPLET) is a program that eliminates the real property tax obligation for a company, replacing it with a predetermined excise tax that is dependent on the type of use. The excise tax is reduced 20% every ten years for the duration of the agreement with the City. In addition, a business located in a single central business district is subject to an abatement of the first eight years of the excise tax. The use of GPLET requires the City hold title for the building and leasehold improvements, and would require a lease agreement between City and Offeror. The impact of this program is an abatement of the first eight years of excise tax, followed by two years in which the excise tax will equal approximately 50% of the normal property tax obligation, with a larger decrease in later years as the excise tax rate is reduced 20% every 10 years. The use of GPLET does not reduce the company's personal property tax obligation.

The following is a breakdown of the excise tax rates that are applicable:

1. Office:
 - a. \$1 per square foot for a one story building
 - b. \$1.25 per square foot for 2 to 8 stories
 - c. \$1.75 per square foot for more than 8 stories
2. Retail:
 - a. \$1.50 per square foot
3. Hotel/Motel:
 - a. \$1.50 per square foot
4. Residential:
 - a. \$.50 per square foot
5. Parking:
 - a. \$100 per space

Special Consideration Regarding Project Incentives:

Offerors are reminded that many of the previously noted incentives are subject to possible future amendments to, or even cancellation or expiration of, the applicable local, state and federal laws, regulations and policies that govern those incentive programs.

Additional Information Regarding Public Record Laws:

All responses submitted in response to this request are subject to the terms of Arizona's public records statutes (Title 39 of the Arizona Revised Statutes) and all rules, regulations and interpretations resulting therefrom. Any Offeror that submits a response acknowledges and understands that the City of Tucson is required to abide by public records laws, and that the City shall not be liable for disclosures it deems to be required by law.

All information submitted by the Offerors shall be open to public inspection after the contract is awarded. If an Offeror desires that any material in the submitted response be treated as confidential and proprietary and withheld from disclosure after the award, the Offeror is instructed to identify that material with specificity, to identify how disclosure after the award would harm the Offeror, and to provide an explanation why the material may be withheld from disclosure under Arizona's public records law.

Additional Information Regarding Release of Information by City to Third Party for Feasibility Review

Information provided in response to this solicitation may be provided to an independent third party for a financial feasibility review of the proposed project. The third party will be a contractor of the City of Tucson. By submitting a response to this solicitation, the Offeror expressly consents to the release of the information included in the response(s) and proposal(s) by the City to the third party for the purpose of the feasibility review.

IX. INSTRUCTIONS TO OFFERORS

- 1. PRE-SUBMITTAL CONFERENCE:** Although not mandatory, potential Offerors are strongly encouraged to attend the scheduled pre-submittal conference. The date, place and time of the conference is indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Qualifications or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Qualifications. Oral statements or instructions will not constitute an amendment to this Request for Qualifications
- 2. RESPONSE FORMAT:** Original and 9 copies (10 total) of each response, complete with all financial data, Offeror qualifications and supporting documentation, should be submitted on the forms and in the format specified in the RFQ. The original copy of the response should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFQ. The sections of the submittal should be tabbed and clearly identifiable. The City will not provide any reimbursement for the cost of developing or presenting responses in response to this RFQ. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's response.
- 3. PREPARATION OF RESPONSE:**
 - A. All responses shall be on the forms provided in this Request for Qualifications package. It is permissible to copy these forms as required
 - B. The certification page shall be submitted with an original ink signature by the person authorized to sign the response.
 - C. Erasures, interlineations, or other modifications in the response shall be initialed in original ink by the authorized person signing the vendor offer.
 - D. Periods of time, stated as a number of days, shall be in calendar days.
 - E. It is the responsibility of all Offerors to examine the entire Request for Qualifications package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a response confers no right of withdrawal after due time and date.
- 4. WHERE TO SUBMIT RESPONSES:** In order to be considered, the Offeror must complete and submit the response to the City of Tucson at the location indicated, prior to the exact time and date indicated on the Notice of Request for Qualifications page. The Offeror's response shall be submitted in a sealed package containing the Offeror's name and address on the outside of the package. The words "sealed Submittal" with the solicitation number, name and submittal opening date and time shall be written on the envelope.
- 5. INQUIRIES:** Any question related to a Request for Qualifications shall be directed to the Contract Officer whose name appears on the front side of this document. The Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at the Contract Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Request for Qualifications page and paragraph number. However, the Offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed response and may not be opened until after the official response due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Qualifications amendment will be binding.

- 6. CONTRACT NEGOTIATIONS:** At the completion of the evaluation process the City may enter into discussions with the Offeror finalist(s) determined to be reasonably susceptible to being selected for award.

Nothing in the foregoing commits the City of Tucson to accept the terms of the response to the RFQ. Final terms of any subsequent development agreement will be agreed upon during negotiations following the completion of the RFQ process. Negotiations may be terminated by the City of Tucson at any time for any reason, including failure to reach mutually acceptable terms.

The City of Tucson currently anticipates selection of the short list by Summer 2004 and selection of the successful Offeror by Winter 2004. If the City of Tucson and the selected Offeror are unable to reach agreement on the terms of a development agreement, and any other necessary agreements, the City of Tucson reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the request for qualifications.

- 7. AWARD OF CONTRACT/PURPOSE OF REQUEST FOR QUALIFICATIONS:** Notwithstanding any other provision of the Request for Qualifications, the City reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all bids, or portions thereof; or
- (3) reissue a new or revised Request for Qualifications.

Neither this RFQ nor any subsequently negotiations commits the City of Tucson to enter into a contract or development agreement, to pay any cost incurred in the preparation of a submission in response to this request or in any subsequent solicitations or negotiations. Further, this RFQ does not convey to any successful Offeror any contract property rights.

- 8. FAMILIARIZATION OF SCOPE OF WORK/DUE DILIGENCE:** Before submitting a response, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a response will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

The information provided in this RFQ is designed to assist Offerors with information the City has assembled as of this preliminary stage of the process. Offerors will be expected to conduct their own due diligence in all relevant matters prior to commencement of development. The City of Tucson, and their agents and representatives, make no representations or warranties of any kind.

- 9. LATE RESPONSES :** Late responses shall not be considered.

- 10. WITHDRAWAL OF RESPONSE:** At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the response by submitting a written request to the Contract Officer stating the reason for the withdrawal.

- 11. SUBMITTAL:** No person, firm, partnership, corporation, or Team shall be allowed to make more than one Submittal for this project. A person, firm, partnership, corporation, or Team shall be allowed to make a sub-consultant or sub-contractor submittal to more than one prime Offeror. Any solicitation amendments must be signed and returned with the Offeror's response.

12. PROPERTY RIGHTS/DISCLOSURE OF INFORMATION: All materials submitted in response to this RFQ shall become the property of the City upon delivery to the address set forth above. By tendering a response, the Offeror agrees that the contents of every other response is confidential and proprietary and waives any right of access to those responses during the review period. The foregoing waiver shall not apply to the response(s) selected under this RFQ, if any, or to the response of any developer contesting, protesting or otherwise challenging an award or recommendation, once made. Any developer tendering a response in response to this RFQ further acknowledges and understands that the City of Tucson is a public entity required to abide by public records laws and shall not be liable for disclosures required by law.

13. SUBCONTRACTORS: Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.

14. RESPONSE REJECTION/RIGHT TO DISQUALIFY: Submission of additional terms, conditions and/or agreements with the response may result in response rejection. The City of Tucson reserves the right to disqualify any Offeror who fails to provide information or data requested hereby or who provides materially inaccurate or misleading information or data. The City of Tucson reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest. This disqualification is at the sole discretion of the City of Tucson.

15. RESPONSE RESULTS AND SHORT LIST: Response results, including the short list, are not provided in response to telephone or electronic inquiries. A tabulation of responses received will be on file available for review after contract award.

16. VENDOR APPLICATION: Prior to the award of a contract, the successful Offeror shall have a completed vendor application on file with the Department of Procurement. Information may be obtained by contacting the Department of Procurement at (520) 791-4704.

17. PREPARATION OF SUBMITTAL

A. EVALUATION CRITERIA: Responses to this RFQ will be evaluated based on the following criteria, listed in order of importance:

1) FIRM & PROJECT TEAM QUALIFICATIONS AND EXPERIENCE: Each Offeror shall provide information on the following:

1. Names, addresses, telephone, facsimile numbers and e-mail addresses of all Offeror team members, consultants and entities, including a project organization chart indicating key personnel, responsibilities, and relationships within the Offeror's organization and the designated lead project coordination. In response to this RFQ, the Offeror is not precluded from identifying, as part of the Offeror's team, persons or entities that would be responsible for arena/event center operation and management even though those persons/entities may also be identified in another Offeror's response.
2. Names and qualifications of all members of Offeror's board of directors.
3. Provide a diagram of the proposed Design-Build Team structure, clearly describing whom the primary responsible firms and individuals are, as well as the roles and responsible individuals of the planned subcontractors. Include: the Architect; Engineer; engineering sub-consultants (structural, mechanical, electrical and civil); specialty subcontractors (landscape, urban design, interiors, communications, cost estimating, scheduling, etc.); Construction General contractor and subcontractors.
4. Names, employers, addresses, and qualifications of all known professional consultants to be used on the project. Document that the individuals or firms responsible for architectural

design, engineering design, general contracting or sub-contracting services is properly licensed or registered to perform such services in the State of Arizona, as required by the Board of Technical Registration or the Registrar of Contractors. Design consultants must be sufficiently covered by Professional Liability Insurance and construction contractors must be fully bonded and insured (Arizona State and local licenses for professionals will be required as mandated by law).

5. Name and address of Offeror's insurance carrier and description of Offeror's proposed insurance coverage for the project.
6. Provide a copy of Offeror's entity formation documentation. For example, if Offeror is a corporation, provide a copy of Offeror's articles of incorporation and bylaws. If Offeror is a partnership, provide a copy of Offeror's partnership agreement. If Offeror is a 501(c)(3) corporation or entity, provide documentation from the Internal Revenue Service confirming that status.
7. Completed non-collusion affidavit form, Exhibit "C", and corporate certificate form, Exhibit "D".

2) **SUCCESSFUL EXPERIENCE OF THE OFFEROR IN DEVELOPING AND OPERATING MULTIPURPOSE ARENAS:** Each Offeror shall provide information on the following:

1. Detailed information on experience in developing and operating projects of similar size and scope. Offeror shall detail the firm's experience on at least three (3) projects of similar nature. This detail shall include a description of the project, dates of the project, and client contact name, address and phone number. Describe the roles of each of the Team members and the specific experience these Team members and individuals have working together to successfully complete projects of this type.
2. Examples of Offeror's ability to obtain, structure and implement financing for a successful multipurpose arena/event center project.
3. Examples of Offeror's ability to successfully overcome project development barriers and problems.

3) **OFFEROR'S FINANCIAL INFORMATION:** Each response shall provide information regarding Offeror's financial capability to undertake the construction, operation and management of a multipurpose arena. The information shall include:

1. Annual reports, financial ratings, and other supportive information indicating the financial condition of the Offeror, all subsidiary units and the parent organization, for the last five years.
2. Names, addresses and telephone numbers of banks, financial and lending institutions and individuals who have provided financial assistance to the Offeror or who have participated financially in any of the Offeror's major projects during the last five years.
3. Properly certified statements by the appropriate officer or other individual attesting to the accuracy of and completeness of all financial information submitted.
4. Other pertinent documentation or evidence of financial capacity and ability to provide guarantees required during the development process.

5. Each Offeror shall provide a complete description of the status and resolution of any pending or prior litigation (within the past five years) involving the activities of any of Offeror's staff, Team members, or Team members' staff, to the extent that the subject matter of the litigation is material to the evaluation of the submittal. Examples of litigation issues material in this instance include, but are not limited to, fraud and breach of contract.

4) EXPERIENCE WITH THE PUBLIC SECTOR

Each Offeror shall provide examples of successful relationships with the public sector in the development of projects or as a partner with the public sector in project development. This should include project and contact name, address and phone number. Each Offeror should describe any arena/event center projects proposed by that Offeror's team to any public sector entity that was approved at a concept level but is not yet constructed, together with a description of the reasons the project has not been constructed.

5) LITIGATION INFORMATION

Each Offeror shall provide a description of the status and resolution of any pending or prior litigation (within the past five (5) years) involving the activities of any of Offeror's staff, team members, or team members' staff, to the extent that the subject matter of the litigation is material to the evaluation of the submittal. Examples of litigation issues material in this instance include, but are not limited to, fraud and breach of contract.

B. INTERVIEW

Offerors may be requested to attend a panel interview and/or to provide additional information to the City of Tucson regarding their submittal information.

C. GENERAL

- 1) **Shortlist:** At the conclusion of the review of the responses to this RFQ, the City will shortlist and rank the Offerors in order of preference. The selection and order of preference shall be based on the Offerors' demonstrated competence and qualifications only, and will not be based on any consideration of fees, price, man-hours or any other cost information. The short list will include 3 Offerors. The City may conduct discussions before or after the short-listing process. However, the City may determine that interviews are not necessary.
- 2) **Exceptions To Contract Terms And Specifications:** The Offeror shall clearly identify any proposed deviations from the Contract Terms or Specifications in the Request for Qualifications. Each exception must be clearly defined and referenced to the proper paragraph in this RFQ. The exception shall include, at a minimum,
- 3) **Additional Investigations:** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a response. Such additional investigations may include site visits of other locations where the Offeror has performed similar work. Any such visit shall be at the City's expense. Any information gathered during such site visits shall be utilized during the evaluation process. The City of Tucson may choose not to conduct site visits.

DESIGN-BUILD FIRM'S INFORMATION FORM

CONTACT PERSON:

DESIGN-BUILD FIRM:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE/FAX:

CONTACT PERSON:

PRIMARY CONTRACTOR:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE/FAX:

AZ. CONTRACTOR

LICENSE NUMBER:

CONTACT PERSON:

PRIMARY DESIGNER:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE/FAX:

AZ. REGISTRATION No.:

[illegible]

SPECIAL TERMS AND CONDITIONS

1. INSURANCE PROVISIONS

COVERAGE AFFORDED

Worker's Compensation

Commercial General Liability
Insurance
Including:

- A. Products & Completed Operations
- B. Blanket Contractual
- C. Premises-Operations-Personal Injury

Professional Liability
Insurance (Errors and Omissions)
(See Special Conditions)

LIMITS OF LIABILITY

Statute

\$1,000,000 – Bodily Injury
Combined Single Limit
\$100,000 Property Damage

\$1,000,000 (Minimum)
Combined Single Limit

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which include surveying and/or construction surveillance.

Comprehensive Automobile Liability
Insurance including: non-owned, and
Hired vehicles

\$1,000,000 - Bodily Injury
Combined Single Limit
\$100,000 Property Damage

SPECIAL CONDITIONS:

- 1) THE CITY OF TUCSON WILL BE ADDED AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY POLICIES.
- 2) Policies will not be cancelled or reduced in coverage without ten (**10**) days written notice to the City of Tucson, Department of Procurement, A/E Contracts Division, P.O. Box 27210, Tucson, Arizona 85726-7210.
- 3) Deductibles **MUST** be stated on the certificate of insurance and are subject to the review and approval of the City.
- 4) Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which the City is exposed.
- 5) Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The City may require a copy of the professional liability insurance policy to verify coverage.

2. **EMPOWERMENT ZONE:** The Tucson Empowerment Zone is designed to reduce your federal tax burden and reduce your cost of doing business in the zone. If you are doing any work in the Empowerment Zone and have employees that live in the zone, you can receive a federal tax credit for a percentage of the wages you pay while doing the work. For more information, contact the City of Tucson's office of Economic Development at www.cityoftucson.org/oed or call **(520) 791-5093**.
3. **CONFLICT OF INTEREST:** Consultants/Contractors and their subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.
4. **CONTRACT BOND SECURITY:** Simultaneously with the execution of the Contract, the successful offeror will be required to furnish two (2) Bonds, one being the full amount (100%) of the contract price, to be designated the Statutory Performance Bond, conditioned that the Contractor shall fully perform the Contract; and one being in the amount of one hundred percent (100%) of the Contract price, to be designated the Statutory Payment Bond, conditioned that the Contractor shall pay for all labor and materials used or contracted for in the performance of the Contract. Such Bonds shall be secured by a surety company authorized to do business in the State of Arizona and acceptable to the City. Surety company agents furnishing Performance or Payment Bonds must file with the Purchasing Agent a document signed by an authorized officer of the surety company certifying that in the event the agent's Power of Attorney is revoked, the company will give the Purchasing Agent direct notice thereof in writing and that such Power of Attorney will remain in full force and effect until such direct notice is given.
5. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS:**
The Minority and Women-owned Business Enterprise (MWBE) program was adopted on August 5, 1996, by the City of Tucson's Mayor and Council. The MWBE program and policies are codified in Chapter 28, Article XIV of the City Procurement Code. It is the responsibility of all contractors, vendors, suppliers and others who are interested in contracting with the City of Tucson to read and become familiar with this section of the City Code.

Only firms that are certified at the time of bid opening by the City of Tucson under Chapter 28, Article XIV, of the City Procurement Code are eligible to fulfill MBE and/or WBE goals for City of Tucson projects.

The City of Tucson's MWBE Directory contains the complete listing of those firms which are certified with the City, and therefore eligible to participate as an MWBE on this project. If the name of an MWBE firm does not appear in the City's directory, it shall be the Offeror's responsibility to ascertain the certification status of the MBE or WBE. The Offeror may accomplish this by calling the City's Equal Opportunity Office at 791-4866 for assistance.

STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THIS SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

- A. **City** - The City of Tucson, Arizona, 255 W. Alameda, Tucson, AZ 85701
- B. **Agency or User Department** – Used interchangeably to mean the City department or division responsible for managing the project.
- C. **Design-Build** -- The process of entering into and managing a contract between the City and a contractor in which the Contractor agrees to both design and build a structure and in which design and construction services may be in sequential or concurrent phases, and which may include finance services, maintenance services, operations services, design services, and pre-construction services.
- D. **Contractor or Firm** – Used interchangeably in referring to the person, firm or corporation with whom the City has entered into the Contract.
- E. **Evaluation Committee** – The committee established to formally evaluate Statements of Qualifications according to the evaluation criteria listed herein.
- F. **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
- G. **Contract** - The legal agreement executed between the City of Tucson, AZ and the Consultant/Firm.
- H. **City Project Manager** - The City employee specifically designated as responsible for monitoring and overseeing the performance under this Contract. Also referred to as City Designated Contract Representative.
- I. **Director of Procurement** - The contracting authority for the City of Tucson, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Tucson, AZ.
- J. **District** – The Rio Nuevo Multipurpose Facilities district, a multipurpose facilities district established pursuant to A.R.S. §48-4201 et seq.

- 2. PROTEST PROCEDURE:** Should a firm believe that the City has not properly followed the selection procedures as outlined, the firm may file a protest as described in the Tucson Procurement Code, Article IX, Section 28 - 78.

A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Qualification and/or Request for Proposal shall be received at the Department of Procurement before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or its representative;
- C. Identification of the solicitation number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- E. The form of relief requested.

- 3. CERTIFICATION:** By signature in the offer section of the Offer page, your firm certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- D. The Proposer submitting the offer hereby certifies that the individual signing the offer is an authorized agent for the Consultant and has the authority to bind their firm to a Contract.

- 4. HUMAN RELATIONS:** Proposer agrees to abide by the provisions of the Tucson Code Chapter 28, Article XII, Section 28-138, Provision against discrimination required in all City contracts.

- 5. AFFIRMATIVE ACTION:** Contractor agrees to abide by the provisions of the Tucson Code Chapter 28, Article XII Sections 28-137 to 28-144, Affirmative Action by City Contractors. Contractor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the City's goals.

Specifically, the Contractor agrees to submit the following reports to the City's Equal Opportunity Office before contract award:

- i. A copy of their Federal EEO-1 Report, if Contractor was ever required to file one with the Federal Government;
- ii. A completed City of Tucson Affirmative Action Questionnaire;
- iii. An Affirmative Action Plan.

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the City's Director of Procurement that failure to comply with the requirements of this subsection be waived and that the bid be accepted contingent upon receipt of the required reports before a notice to proceed is issued.

6. **AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
7. **CONFIDENTIALITY OF RECORDS:** The Proposer shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the RFQ shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties of Evaluating Statements of Qualifications. Persons requesting such information should be referred to the City. Proposer also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed under the RFQ, unless otherwise agreed to in writing by the City.
8. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this solicitation if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City amending. In the event this solicitation is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity.
9. **APPLICABLE LAW:** This RFQ shall be governed by the law of the State of Arizona, and suits pertaining to this RFQ shall be brought only in Federal or State courts in the State of Arizona.
10. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Tucson City Charter and Code.
11. **AMENDMENTS:** This RFQ shall be modified only by a written amendment signed by the City's Director of Procurement.
12. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the RFQ shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the RFQ shall forthwith be physically amended to make such insertion or correction.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Procurement Director. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not sub-consultants are used. The City shall not unreasonably withhold approval and shall notify the Consultant of the City's position within fifteen (15) days of receipt of written notice by the Consultant.
14. **ADVERTISING:** Consultant shall not advertise or publish information concerning this selection process without the prior written consent of the City.
15. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of a Consultant/Contractor or sub-consultant/subcontractor which is related to the performance of any contract to be awarded.
16. **BUSINESS LICENSES AND PERMITS:** Proposer shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.

- 17. PROJECT LICENSES AND PERMITS:** Proposer shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current. Some examples of permits that may apply are:
- A. Army Corp of Engineers 404 Permit
 - B. ADOT Permits
 - C. Southern Pacific Railroad permits
 - D. Arizona Department of Water Resources dewatering permit
 - E. City of Tucson permits
 - F. Federal, State and City authorizations
 - G. ADEQ Permits
 - H. Agricultural and Horticultural permits
 - I. FAA permits
- 18. PUBLIC RECORD:** All Statements of Qualifications submitted in response to this request shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 19. COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting, or providing any response to the Request for Qualifications or subsequent negotiations.
- 20. SUBSEQUENT EMPLOYMENT:** The City may cancel this solicitation without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City is or becomes, at any time while the RFQ or any extension of the RFQ is in progress, an employee of, or a Consultant to any other party to this solicitation with respect to the subject matter of the RFQ.
- 21. MINORITY/WOMAN BUSINESS ENTERPRISE:** Consultant agrees to give Minority/Woman Businesses the maximum practical opportunity to participate.
- 22. PROJECT COMPLIANCE:** At a minimum, the Consultant should be aware that any of the following may apply to this project. Compliance with these is required and it shall be the responsibility of the Design-Build team to alert the City of any deviation from this requirement. **(Note: It is the Design-Build project team's sole responsibility to ensure that they comply with all applicable Federal, State and Local regulations. The inclusion of this list is for informational purposes only and is not intended to be all inclusive).**

FEDERAL:

- 1. The Hazard Communication Act, CFR 1910-1200- handling hazardous materials
- 2. Resource Conservation and Recovery Act, 42 USC 6901 et. Seq.- Hazardous waste disposal
- 3. 36 CFR 800 – Protection of Historical and Cultural Properties
- 4. National Historic Preservation Act of 1966
- 5. 23 CFR 771 – Environmental Impact and Related Procedures
- 6. Americans with Disabilities Act (ADA), PL 101-336
- 7. Section 4(f) of the Department of Transportation Act
- 8. Executive Order 11988 (Floodplain Management)
- 9. FHPM 7-7-3 - Procedures for Abatement of Highway Traffic Noise and Construction Noise
- 10. FHPM 7-7-9 – Air Quality Guidelines
- 11. National Environmental Policy Act of 1969, 1973 and supplements
- 12. Executive Order 11990 (Protection of Wetlands)
- 13. Wild and Scenic Rivers Act of 1968
- 14. Section 404 of the Clean Water Act of 1977
- 15. Federal Farmlands Act of 1981

16. FHWA Technical Advisory T6640.8m, "Guidance Material for the Preparation of Environmental Documents"
17. Section 1424 (e) of the Safe Drinking Water Act (Sole Source Aquifer Review).
18. 36 CFR 60 – Determinations of Eligibility for Inclusion in the National Register of Historic Places
19. Public Law – 91-646 – Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
20. Wilderness Act of 1964, Public Law 88-577
21. Arizona Desert Wilderness Act of 1990, Public Law 101-628
22. Resource Conservation and Recovery Act (RCRA)
23. Comprehensive Environmental Response, Compensation and Recovery Act of 1980 (CERCLA)
24. Superfund Amendments and Reauthorization Act (SARA)
25. United States Forest Service, Integrated Resource Management (3rd Edition), August 1990
26. Endangered Species Act
27. Other Authorities: OSHA, Occupational Safety & Health Administration
28. Other governmental authorities having jurisdiction over the design or implementation of the Project.

STATE:

1. Arizona Revised Statutes (ARS) Title 34 Section 34-104 - Use of proprietary specifications
2. ARS Title 41 Section 41-844 - Findings of subsurface archaeological remains
3. ARS Title 34 Section 34-401 - Designing for the physically disabled
4. Arizona Native Plant Law
5. Arizona Historic Preservation Law
6. State Water Quality Law
7. ADOT Action Plan
8. ADOT Highways Division Policy and Implementation Memorandum 89-05, "Preservation of Arizona's Wetlands," August 1, 1989
9. Noise Abatement Policy for State Funded Projects
10. Arizona Environmental Quality Act (EQA)
11. Hazardous Waste Management Act (HWMA)
12. Underground Storage Tank Act of 1986

LOCAL:

1. The Building Code of the City of Tucson
2. Drainage Report and/or Grading Permit
3. Industrial Wastewater Discharge Permit
4. Native Plant Preservation Ordinance
5. Local codes and ordinances relating to air quality, noise, dust abatement, light, etc.

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and agrees to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone: _____

City State Zip

Fax: _____

Signature of Person Authorized to Sign

E-mail: _____

Printed Name

Title

Exhibits

The following Exhibits are incorporated by reference herein:

- A. To Follow by Amendment
- B. To Follow by Amendment
- C. Non-collusion affidavit form
- D. Corporate certificate form

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT STATEMENT

State of _____)
County of _____) ss,

_____, being first duly sworn and says;

That he/she is _____
(Party or officer of the firm, etc.)

The party making the foregoing Response, that such Response is genuine and non-collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham Response, or to refrain from proposing, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix or control the submission or selection of responses, the offering price of an affiant or of any other proposer, or to fix overhead, profit or cost element of said offering price, or of that of any other proposer, or to fix overhead, profit or cost element of said offering price, or of that of any other proposer, or to secure any advantage against the City of Tucson.

That he/she has examined and carefully prepared the foregoing Response from the materials provided, and has checked the same in detail before submitting the foregoing Response; that the undersigned is duly authorized to make this affidavit.

Firm Name: _____

By: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 2003

Notary Public

My Commission Expires: _____

EXHIBIT "D"

CORPORATE CERTIFICATE

IF CORPORATION OR LEGAL ENTITY OTHER THAN INDIVIDUAL, FILL OUT THE FOLLOWING CERTIFICATE:

I, _____, certify that I am the

_____ of the _____
(type of entity)

who signed this Response on behalf of _____
(name of entity)

by authority of its governing body, and within the scope of its powers.

(Corporate Seal)

Name